

KINGMAN KIDNEY

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KINOMAN

Phone#:			
Address 1:			
Address 2:			
City/State/Zip:			
E-mail:			
Phone#:	(<u> </u>) <u> </u> - <u> </u> <u> </u>	ext.	Fax# (<u> </u>) <u> </u> <u> </u> <u> </u>
Comments:			

Customer:
The parties agree as follows:
1. The Effective date of this agreement is 2/1/2023.
2. Service will remove and dispose of Customer's RA
3. Service will provide additional compliance services.

**Start-Safe Program Level Extended
Payment Schedule: Billed Monthly at the rate of
(\$100.00 Month)**

~~05/01/2020~~
- Monthly payment schedule only available for selected programs with
23 pickups per year.
Service Frequency 104 (2 Weeks Weekly)
Additional Pick Up Charge \$40.00
(Per stop in addition to your regular schedule)
Maximum Medical Waste Containers per Pickup 14
Medical Waste Container Size Limit 550
Each Additional Container Charge \$35.00

Category	Indicates Level	
Dental Waste	<input type="checkbox"/> YES	
Pharm	<input type="checkbox"/> YES	
Chem/Path	<input type="checkbox"/> YES	

Medical Waste Container Size _____
Each Additional Container Charge \$ 25.00
* NOV 2000 Effective 10/01/2000

By signing below I acknowledge that I have read and understood the terms and conditions of this Agreement and that I have the authority to bind Character to be bound by the terms and conditions contained on the following pages hereof and hereby, with the understanding that such pages are integral parts of this Agreement.

CUSTOMER: Mr. and Mrs. G.

PLEASE PRINT: Anita Manuel Res. Study Tech

CHAPTER 10

PLEASE PRINT: Name, Signature, Title, Company, State, Zip

Shericycle reserves the right to deal solely with the Customer and not with any third party regards of the customer for all purposes relating to this Agreement. Shericycle warrants to Shericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Shericycle shall be entitled and seek all available legal remedies, including but not limited to liquidated damages, at the amount set forth herein for Customer's breach of this Agreement.

STEW CYCLE USE ONLY

Term of सार्वत्रिकीय 30 Months

Type of Agreement YES NO (copy must accompany payment)

Tax Exempt: Yes No

Request Code Activation Code

Information (Open Data from 2012).

Premit Code

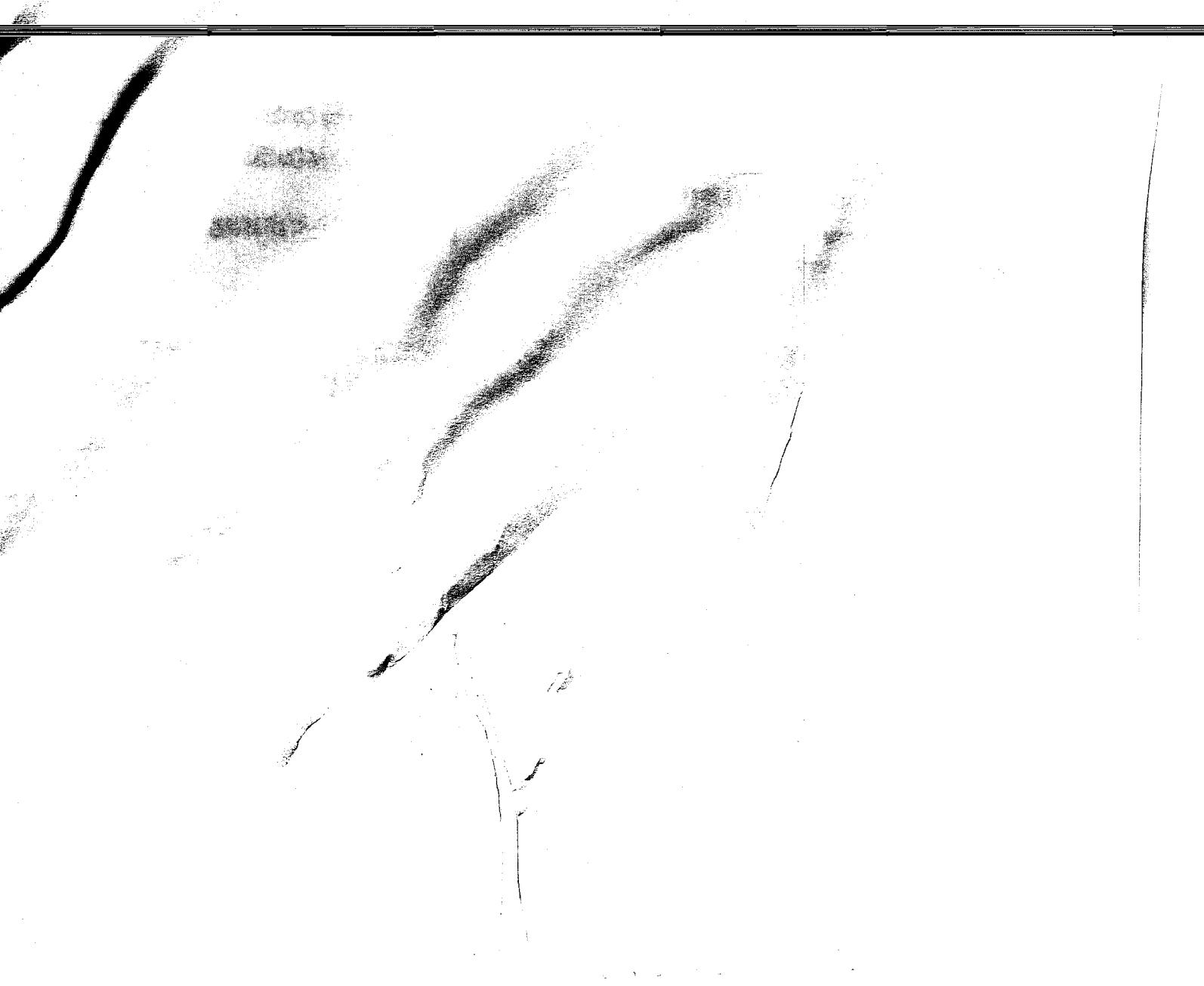
SEED Record #

THE ALLEGORY

City _____ Special Waste Containment Code _____

Day of Service: Mon Tues Wed Thurs Fri Service Month

Digitized by srujanika@gmail.com



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Sharps policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Sharps nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the Sharps requirement for transporting your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (865) 385-3422.

REGULATED MEDICAL WASTE

Sharps accepts regulated waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "Medical waste" includes biohazardous, bioactive or regulated medical waste as defined under federal, state or local law, aids, equipment and guidelines, except as defined by specific state regulation, this excludes all P.R. hazardous, sharp pharmaceuticals, all DEA-scheduled drugs including "Controlled substances, bulk pharmaceuticals", waste containing mercury, other heavy metals, batteries of any type, counteractives, disinfectants, dental tools, chemicals such as solvents, sharps, instruments (锐器) materials classified as hazardous waste under Federal and state law regulations. In addition, Sharps does not accept items excluded herein, packaged as regulated medical waste. Separate disposal and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered to certain pharmaceutical locations, under separate contract. Please contact your local representative for details and packaging specifications.

*Un-Regulated from DEA Requirements

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require 49 CFR 173.157 that all packages of regulated medical waste be presented for transport in containers meeting the following requirements: (i) intact; (ii) leak-tight; (iii) impervious to moisture; (iv) sufficient strength to prevent tearing or bursting under normal conditions of use and handling; (v) sealed to prevent leakage during transport; and (vi) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (49 CFR 172.202).

MANAGEMENT OF NON-COMFORMING WASTE

As required by regulation, all company policy, Sharps employees may release containers that are non-compliant because of other contents or are apparently damaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any non-compliant waste identified in route to or at a Sharps location may be returned to the generator for proper packaging or disposal. Proper segregation and packaging is essential to ensure sharps and safe handling, collection, transportation and treatment of regulated medical waste.

ACCREDITED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or puncturing skin or a packaging material. Sharps include needles, syringes, scalpels, blades, glass, broken glass, broken glass, broken rigid plastic, and impacted ends of dental tools.
- Regulated Medical Waste or Clinical Waste or bio-hazardous Waste - Means a waste or residue generated during the medical treatment of an animal or human, which includes diagnostic and pharmaceutical, or from biomedical research, which includes the production and testing of biological materials.
- Trace Chemistry of Environmental Waste - EPA, fungi, diagnostic, syringe and needles, sub-
acute, sub-acute, toxic, regulated wastes and glass, and related materials as defined in applicable law, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen discarded or removed by a physician, surgeon or other professional as required for treatment and care rules.
- Non-DEA Pharmaceuticals - Must be characterized and treated as non-DEA hazardous material by the generator. Includes all DEA-scheduled drugs, including unlabeled substances.
- California Only - Schedules Surface Contaminants - Surface materials that have been exposed to sharp materials to contact liquids or solution containing made of high-level antibiotic plastic such as polyethylene.

REGULATED MEDICAL WASTE - NOT ACCEPTED BY VEHICLE

- Unregulated Category A Infectious Substances
- RCRA Hazardous Pharmaceutical Waste and all DEA-controlled drugs, including controlled substances.

- Chemicals - Formic acid, sulfuric acid, alcohol, waste oil, solvents, resins, heat developer and other heavy metals.
- Pathogenic Waste - Any substance with a pathogenic agent that exceeds regulatory or prescribed limits, based on laboratory evaluations
- Complete Human Remains
- Bulk Chemical/Hazardous Waste
- Concentrated Gas Cylinders, Compressed, Inhalers, and Dental Gas
- Any Mercury-Containing Material or Devices - Any mercury thermometers, thermometers containing mercury, barometers, manometers, thermometers, thermocouples, amalgam capsules
- *General Sharps Requirements for specific requirements

Additional waste categories prohibited may be identified in route or prevent specific requirements. Hazardous waste generators may be subject to certain geographical locations, under specific contract. Please refer to your local Sharps representative for specific information and liability for possible hazardous waste handling. For additional information on specific established requirements (contact Sharps Customer Support at (865) 385-3422)

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11/20/2009 22:43 9286926555

management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, employees or agents of Stericycle to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall void Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Program.

7. **Compliance Materials** To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial purposes, provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial purposes, may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges and agrees that it causes Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage resulting therefrom and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to pay Stericycle the cost of returning the Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.

8. **Compliance with Laws** Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation insurance required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance under this Agreement. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorization to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement. Including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges and agrees that Stericycle advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless from around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain all records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of medical records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

9. **Exclusivity** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Term.

10. **Excuse of Performance** Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or institution (whether now existing or hereafter created).

11. **Independent Contractor** Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and not its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or institution (whether now existing or hereafter created).

12. **Amendment and Waiver** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other instances of the same duty.

13. **Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

14. **Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) contains the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understanding whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall bind the parties, assigns, legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not be unreasonably withheld.

15. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws or rules of any jurisdiction.

16. **Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the addresses set forth above.

17. **Originals** A copy or facsimile of this Agreement shall be as effective as an original.

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11/20/2009 22:43 9286926555

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STERI-SAFE™ TERMS AND CONDITIONS

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1. Regulated Medical Waste Services (a) Upon the terms and conditions contained herein, Stericycle, Inc. shall collect, transport of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. Sterile refuse containers that are determined to be Non-conforming Waste. (b) Responsibility for transportation of Regulated Medical Waste. Customer shall transfer and vest in Stericycle at the time it is loaded into Stericycle's vehicles. Customer shall have title to Regulated Medical Waste until prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the proper disposal after collection. (c) All Regulated Medical Waste must be accompanied by a properly completed shipping document CFR 172.202 (Manifest). (d) For purposes of this agreement, "Regulated Medical Waste" means: (i) waste or reusable material due to treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes production of biological products. Regulated medical waste is assigned to UN 3291, except for regulated medical waste containing Category A I substances, which must be classified as Division 6.2 material described as an infectious substance and assigned to UN 2614 or UN No Category A materials may be discarded in the regulated medical waste containers; (49 CFR 173.134); (ii) As defined in 29 CFR other applicable laws, rules, regulations and guidelines; and (iii) items chemotherapy discarded items which may have been contaminated such items, including vials and syringes, shall be "empty" as defined in applicable laws, regulations and guidelines. (e) For the purpose of this agreement, "Non-Conforming Waste" means: (i) any waste or other material not falling within the definition of Regulated Medical Waste; (ii) complete human remains; (iii) radioactive wastes; (iv) any listed or characteristic hazardous wastes, chemotherapeutic hazardous substances as defined in any applicable laws, regulations and guidelines; (iv) pharmaceutical waste (except as allowed under Sterile acceptance policy); (v) any device, solution or waste containing mercury including dental wastes (amalgam and products, chairside sludge or vacuum pump); (vi) improperly segregated, labeled or packaged waste, including sharps not in designated sharp containers that are leaking, damaged or likely to create risk of exposure to employees or the general public; and (vii) any other material while collecting, transport, treat or dispose in accordance with applicable laws, regulations or guidelines. Customer shall be liable for all injuries or damages that result from any Non-conforming Waste, due to packaging or contents, being collected, transported, treated or disposed. Further clarification see Stericycle's current Waste Acceptance Policy, which is attached hereto and incorporated herein by reference. Stericycle's Waste Acceptance Policy may be obtained from your local Stericycle representative.

2. Term and Pricing Subject to the provisions below, the term ("Term") of this Agreement shall be Thirty-Six (36) months from the date of execution. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless a sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or escalation. Stericycle may charge Customer a fee to cover its administrative costs in the event that Customer changes requirements or program level during the Term or Extension Term. Stericycle may change the price of any of its goods or services under the Agreement at any time without notice to Customer. (c) In the event Customer terminates this Agreement prior to expiration of the "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge consists of liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of any partial months), remaining until the expiration date of the then current term hereof. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that any regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

2. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 ½% per month or the maximum allowed by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, attorney's fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue charges and collection fees are paid. In the event that Stericycle suspends services under this Agreement for any reason, including termination of this Agreement or Customer's breach (see 2(e), above), Stericycle may remove all containers belonging to it from Customer's location. Any non-compliant containers will be billed an additional container charge at the current container rate. Non-compliant containers that are overweight under applicable laws or regulations or in excess of 60 pounds or containers holding Non-Conforming Waste, (or radioactive waste or improperly packaged or labeled medical waste.)

4. SurchARGE Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location scheduled pick-up or in response to a Customer request and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly above volume for similar generators shall be subject to a surcharge at the current surcharge container rate (\$33.00) at Stericycle's discretion. Impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer waste of several generators under one site.

5. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment owned by Stericycle. Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims of property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of this equipment or other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, shall be charged to Customer at full replacement value.

6. Indemnification (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful